

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application ) PATENT APPLICATION  
Inventor: Edgar Allan Tu )  
Application No.: 09/837,619 )  
Filed: April 17, 2001 )  
Title: MAPPING AND ADDRESSING SYSTEM )  
FOR A SECURE REMOTE ACCESS SYSTEM ) Customer No. 28554

DECLARATION FOR PATENT APPLICATION

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name; I believe that I am the original, first and sole inventor (if one name is listed below), first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

MAPPING AND ADDRESSING SYSTEM  
FOR A SECURE REMOTE ACCESS SYSTEM

the specification of which:

X was filed with the above-identified "Filed" date and "Application No."

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above. I acknowledge the duty to disclose information which is material to the examination of the application in accordance with Title 37, Code of Federal Regulations, §1.56.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

(1) Full name of sole  
or first inventor: Edgar Allan Tu

(1) Residence: 6881 Sunnyslope Avenue  
Castro Valley, California 94552

(1) Post Office Address: same

(1) Citizenship: USA

(1) Inventor's signature: 

(1) Date: 7/13/01

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Title 37, Code of Federal Regulations, §1.56

**SECTION 1.56. DUTY TO DISCLOSE INFORMATION  
MATERIAL TO PATENTABILITY**

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)-(d) and 1.98.\* However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

(1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or

(2) It refutes, or is inconsistent with, a position the applicant takes in:

- (i) Opposing an argument of unpatentability relied on by the Office; or
- (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

- (1) Each inventor named in the application;
- (2) Each attorney or agent who prepares or prosecutes the application; and
- (3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

\* §§1.97(b)-(d) and 1.98 relate to the timing and manner in which information is to be submitted to the Office.

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**POWER OF ATTORNEY BY ASSIGNEE UNDER 37 C.F.R. §§3.71, 3.73(b)**

Assistant Commissioner for Patents  
Washington, DC 20231

Sir:

The below-identified Assignee is the owner of the entire right, title and interest in the above-identified patent application by virtue of an assignment from the inventor(s).

— The assignment was recorded in the United States Patent and Trademark Office at Reel  
\_, Frames \_ - \_, or

X A true copy of the assignment is attached hereto, the original of which has been (or is  
herewith) forwarded to the United States Patent and Trademark Office for recording.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of  
the Assignee.

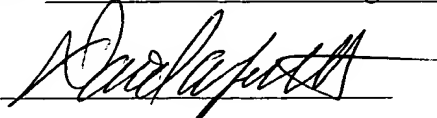
Assignee hereby revokes any prior Powers of Attorney and appoints Kirk J. DeNiro, Reg. No.  
35,854, William J. Harmon, Reg. No. 40,635, Burt Magen, Reg. No. 37,175, Brian I. Marcus, Reg.  
No. 34,511, and Larry E. Vierra, Reg. No. 33,809 to prosecute this application and transact all  
business in the United States Patent & Trademark Office connected therewith; said appointment to be to  
the exclusion of the inventor(s) and the inventor's(s') attorney(s) in accordance with the provisions of 37  
C.F.R. §3.71.

I hereby declare that all statements made herein of my own knowledge are true and that all  
statements made on information and belief are believed to be true, and further that these statements were  
made with the knowledge that willful false statements and the like so made are punishable by fine or  
imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false  
statements may jeopardize the validity of the application or any patent issuing thereon.

Please address all correspondence to:  
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(415) 369-9660  
685 Market Street, Suite 540  
San Francisco, CA 94105-4206

Please direct all telephone calls to:  
William J. Harmon, III

Assignee: fusionOne, Inc.  
Assignee Type: Corporation  
Signor's Name: David Multer  
Signor's Title: Vice President of Engineering and CTO

Signature:  Date: JUL 27, 2001

## SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Edgar Allan Tu,  
a resident of Castro Valley, California  
(hereinafter termed "Inventor"), has invented certain new and useful improvements in:

### MAPPING AND ADDRESSING SYSTEM FOR A SECURE REMOTE ACCESS SYTEM

and has executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

1.    On the 17<sup>th</sup> day of April, 2001;  
  
Or
2. X Said application having Application Number 09/837,619 and filed on the 17<sup>th</sup> day of April, 2001.

WHEREAS fusionOne, Inc. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 55 Almaden Boulevard, Suite 800, San Jose, State of California, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

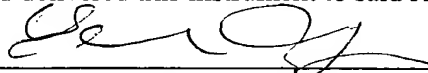
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use

proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date of acknowledgement before the Notary Public as given below and delivered this instrument to said Assignee:



Edgar Allan Tu

State of California )

County of San Francisco )

On July 13, 2001 before me, Lisette Miller, Notary Public,  
(name and title of officer)

personally appeared Edgar Allan Tu, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lisette Miller

